

MICHIGAN BELL  
TELEPHONE COMPANY  
TARIFF M.P.S.C. NO. 20R

**Ameritech**

PART 22

SECTION 3

Tariff

PART 22 - Resale Local Exchange Service  
SECTION 3 - Resale Local Exchange Services

Original Sheet No. 5

#### 4. OTHER SERVICES

##### 4.1 CENTREX LOOPS

(For service description, terms and conditions, see TARIFF M.P.S.C. NO. 20R, PART 5, SECTION 2)

CENTREX service is provided from central office switching equipment located on a premises owned or leased by the Company and connected by local loops to the premises of the customer or an authorized user.

#### RATES AND CHARGES:

##### Station Lines

##### CENTREX Local Loop Matrix

<u>Number of Loops</u>	<u>Nonrecurring Charge</u>	<u>Price Per Loop /1/</u>
First 25	/2/	\$ 8.83
Next 174		5.56
Next 300		4.83
Next 500		4.02
Additional		3.16

- /1/ A \$0.04 per line credit will be applied to CENTREX loops on a trunk equivalency basis effective April 18, 1995 pursuant to the Commission's Order in M.P.S.C. Case No. U-10672.
- /2/ Line Connection Charges or Line Rearrangement Charges specified in Section 2 are applicable to add or change a CENTREX Local Loop.

(a) Services are available on or after February 1, 1996

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 3, 1996

By Gail F. Torreano, Vice President State and Federal Government

60# 0202 MVLS:11 86-06-01

MICHIGAN BELL  
TELEPHONE COMPANY  
TARIFF M.P.S.C. NO. 20R

**Ameritech**

PART 22

SECTION 4

Tariff

PART 22 - Resale Local Exchange Service  
SECTION 4 - Custom Service Arrangements

Original Sheet No. 1

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Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 3, 1996

By Gail E. Torreano, Vice President State and Federal Government

**Exhibit C-1**  
**Case No. U-11239**

**ADDENDUM TO**

**AMERITECH RESALE LOCAL EXCHANGE SERVICE**

**CONFIRMATION OF SERVICE ORDER**

**Business Services**

**Addendum to Ameritech Resale Local Exchange  
Service Confirmation of Service Order**

This Addendum is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan, with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654 ("Ameritech") and US Network Corporation, a Delaware corporation with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606, on behalf of USN Communications, Inc. ("Carrier")

WHEREAS, Ameritech and Carrier have entered into an agreement entitled "Ameritech Resale Local Exchange Service Confirmation Of Service Order" ("Agreement") dated April 26, 1996 for the resale of 100,000 business access lines per month; and

WHEREAS Ameritech and Carrier desire to clarify the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier agree as follows:

- 1.0 Section 3.0 of the Agreement is modified to delete the two footnotes at the bottom of Page 2 designated with an asterisk (\*) and a double asterisk (\*\*).

The following new Sections 3.5 and 3.6 are added:

3.5 End User Common Line Charge

All business access lines, including Centrex lines, shall be assessed a monthly end user common line charge.

3.6 Connection and Rearrangement Charges

Line connection charges and the line rearrangement charges are applicable to add or change a business line, including a Centrex line.

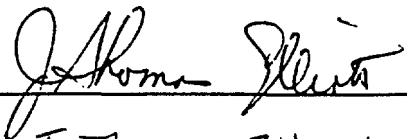
- 2.0 The following new Section 7.5 is added:

- 7.5 If the tariff revisions that implement Ameritech's Resale Local Exchange Service to Carrier are suspended for more than six (6) months or are rejected, or if the terms of this Agreement or the terms of the Resale Local Exchange Service tariff are altered in any material manner, then either party may elect to terminate this Agreement with no liability on thirty (30) days' written notice given no later than sixty (60) days after the event giving rise to the

IN WITNESS WHEREOF, this agreement has been executed by the parties set forth below:

US Network Corporation on  
behalf of USN Communications, Inc.


Ameritech Information Industry  
Services, a division of Ameritech  
Services, Inc., on behalf of  
Ameritech Michigan

By: 

Name: J. Thomas Elliott

Title: President and CEO

Date: May 22, 1996

By: 

Name: Neil E. Cox

Title: President

Date: 6/24/96

**Exhibit C-2**  
**Case No. U-11239**

**SECOND ADDENDUM TO**  
**AMERITECH RESALE LOCAL EXCHANGE SERVICE**  
**CONFIRMATION OF SERVICE ORDER**  
**Business Services**

**Second Addendum to  
Ameritech Resale Local Exchange Service  
Confirmation of Service Order**

This Second Addendum is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 ("Ameritech") and US Network Corporation, a Delaware corporation with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606 on behalf of USN Communications, Inc. ("Carrier").

WHEREAS, Ameritech and Carrier have entered into an agreement entitled "Ameritech Resale Local Exchange Service Confirmation of Service Order" ("Agreement") dated April 26, 1996 for the resale of 100,000 business access lines per month; and

WHEREAS, Ameritech and Carrier have entered into an Addendum to the Agreement dated June 24, 1996; and

WHEREAS, Ameritech and Carrier desire to further clarify the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier agree as follows:

- 1.0 Section 3.0 of the agreement is modified to delete Section 3.1 and to replace it with the following:

**3.1 Network Access Line Rates (monthly)**

Rate Group	A	B	C
Business Services (includes Touch-tone service)			
1 Party Measured	\$10.95	\$11.17	\$11.81
Trunk Measured	\$10.95	\$11.17	\$11.81
2-Way DID	\$23.75	\$23.75	\$23.75
Rural Zone Charges	\$ 1.48	\$ 1.48	\$ 1.48

- 2.0 Business services which are grandfathered by Ameritech shall be made available to Carrier at the rates contained in Ameritech's resale tariffs for those services. Such grandfathered services shall only be made available to end users which subscribe to the service at the time it is grandfathered.
- 3.0 All other terms and conditions of the Agreement and the addendum continue in full force and effect without change or modification.

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IN WITNESS WHEREOF, this Second Addendum has been executed by  
the parties set forth below.

US Network Corporation on behalf  
of USN Communications, Inc.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ameritech Information Industry  
Services, a division of Ameritech  
Services Inc. on behalf of  
Ameritech Michigan

By: Name: NEIL E. COXTitle: PRESIDENT



**Exhibit D**  
**Case No. U-11239**

**AGREEMENT BETWEEN**  
**AMERITECH INFORMATION INDUSTRY SERVICES**  
**AND**  
**U.S. NETWORK CORPORATION**  
**FOR RESALE SERVICES**

**Business Services**

**AGREEMENT BETWEEN  
AMERITECH INFORMATION INDUSTRY SERVICES  
AND U.S. NETWORK CORPORATION  
FOR RESALE SERVICES**

This Agreement is entered into as of April 26, 1996 ("Effective Date") between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan, with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654 ("Ameritech") and U. S. Network Corporation, a Delaware corporation, with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606, on behalf of USN Communications, Inc. ("Customer").

WHEREAS, Customer has signed a Confirmation of Service Order to order Resale Services pursuant to M.P.S.C. No. 20R, Part 22; and

WHEREAS, Customer would like to purchase certain non-tariffed services related to the Resale Services in the Tariff;

NOW THEREFORE, in consideration of the covenants and undertakings herein, Ameritech agrees to furnish and Customer agrees to subscribe to and pay for the Resale Services described below:

**1.0 SERVICE TO BE PROVIDED**

Ameritech will provide the Resale Services described in Attachment 1 at the Customer's Network Point of Presence in Michigan for lines provided pursuant to the Confirmation of Service Order. The parties hereby agree that the tariffed terms and conditions which apply to Resale Local Exchange Services, M.P.S.C. No. 20R, Part 2 and M.P.S.C. No. 20R, Part 22 and the Confirmation of Service Order shall also apply as a matter of contract to the provisions of Resale Services hereunder and are incorporated by reference in this Agreement.

**2.0 RATES**

Ameritech agrees to provide the Resale Services at the rates shown on Attachment 1.

**3.0 SERVICE CHARGES**

Service Charges, if any, as described in M.P.S.C. No. 20R, Part 3, Section 1 are not included in the rates specified in Attachment 1.

#### **4.0 RATE STABILITY AND TERM**

The rates specified in Attachment 1 shall not be subject to increases for a period of ten (10) years from the date the Resale Services are provided pursuant to this Agreement ("Term").

#### **5.0 TERMS OF PAYMENTS**

Customer shall be liable for the Monthly Rate and Non-Recurring Charge as specified in Attachment 1 for each month the Resale Services are provided to Customer during the Term of this Agreement. All payments shall be made in accordance with Ameritech's standard billing procedures.

#### **6.0 EXCUSED PERFORMANCE**

Ameritech shall not be liable in any way for any delay or any failure of performance of the Resale Services provided hereunder or for any loss or damage due to any of the following:

- (a) Any causes beyond Ameritech's reasonable control, including but not limited to, fires, floods, epidemics, quarantine, restrictions, unusually severe weather strikes, embargoes, manufacturer's delays, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental requirements and priorities, acts of nature, acts of public enemies, or acts or omissions of carriers; provided, Ameritech has exercised reasonable measures, if feasible, to mitigate such delay; or
- (b) Any wrongful or negligent act or omission of the Customer or its employees and agents.

#### **7.0 BREACH**

If either party fails to perform any substantial and material term of this Agreement, the aggrieved party shall be entitled to serve written notice of its intent to terminate (which notice shall include a reasonably detailed statement of the nature of such breach), upon the breaching party. If such material breach continues unremedied for forty-five (45) days after actual receipt by the breaching party of such written notice, the aggrieved party may, by written notice, either terminate an appropriate portion of its obligation under this Agreement, or terminate the entire Agreement, if such breach substantially and materially affects the aggrieved party's

rights under this Agreement. Except as expressly provided in this Agreement, in the event of a breach of this Agreement by either Ameritech or Customer, the other party will be entitled to pursue any and all remedies available to it at law or in equity including court costs and reasonable attorneys' fees.

## **8.0 INDEMNIFICATION**

Each party shall indemnify and hold harmless the other party, its employees, agents, subcontractors and affiliates against all injury, loss, damage or expense (including court costs and reasonable attorneys' fees) which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting in whole or substantial part from the performance of this Agreement; provided, however, that the indemnitor's obligation shall only extend to any injury, loss, damage or expense caused by a willful or negligent act or omission of the indemnitor or its authorized employees, agents, subcontractors or affiliates.

Ameritech shall be indemnified and saved harmless (including court costs and reasonable attorneys' fees) by Customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with facilities furnished by Ameritech, apparatus and system of Customer; and against all other claims arising out of any act or omission of Customer in connection with the facilities provided by Ameritech.

## **9.0 TAXES**

Upon execution of this Agreement, Customer shall provide Ameritech with a copy of Customer's Certificate of Exemption in accordance with 26 USCS 4251 (1986) and Act No. 94 of the Public Act of Michigan 1937, as amended. In the event Customer does not provide its Certificate of Exemption, Customer shall remit to Ameritech all applicable federal and state taxes for remittance to the appropriate taxing authority.

## **10.0 LIMITATION OF LIABILITY**

EXCEPT FOR OBLIGATIONS UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT, AMERITECH SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND BUSINESS OPPORTUNITIES, REGARDLESS OF THE CAUSE OF

ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDERTAKEN UNDER THIS AGREEMENT.

AMERITECH'S LIABILITY TO CUSTOMER FOR ANY LOSS, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, RELATING TO OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION IN ITS PERFORMANCE OF THIS AGREEMENT (EXCEPT AN ACT OR OMISSION INVOLVING WANTON OR WILLFUL MISCONDUCT) SHALL BE LIMITED TO THE TOTAL MONTHLY CHARGES PAID BY CUSTOMER TO AMERITECH FOR SIX MONTHS.

It is understood and agreed that Ameritech is not an insurer and that the rates for Resale Service provided hereunder are based solely on their value and on the scope of liabilities set forth in this Agreement and that said rates are unrelated to the potential for indirect, incidental, consequential or other damages. Ameritech and Customer agree that this allocation of risk and liability is fair and reasonable.

#### **11.0 SUCCESSORS AND ASSIGNS**

Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent. Any assignment made without the consent of the other party shall be void.

Notwithstanding the foregoing, Ameritech may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee, the assignor shall be discharged of any liability under this Agreement.

Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

#### **12.0 MODIFICATION**

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

### **13.0 ENFORCEABILITY**

If any of the provisions of this Agreement, or any portion of any provision, are held to be illegal or invalid, Customer and Ameritech shall negotiate an adjustment consistent with the purposes of this Agreement. Subject to the foregoing, the illegality or invalidity of any provision of this Agreement will not affect the legality or enforceability of the remaining provisions, and this Agreement shall then be construed as if such enforceable or unlawful provision, or portion of a provision, had not been contained therein.

### **14.0 TARIFF REFERENCES**

Each reference to a tariff provision in this Agreement shall be deemed to mean or include any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision.

### **15.0 GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

### **16.0 ENTIRE AGREEMENT**

This is the entire and exclusive agreement between the parties with respect to the Resale Service hereunder and supersedes all prior agreements, proposals or understandings, whether written or oral, except to the extent the same may be specifically incorporated herein by reference.

### **17.0 SECTION HEADINGS**

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

### **18.0 WAIVER**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

## **19.0 DISCLOSURE**

Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

## **20.0 PUBLICITY**

Except as otherwise provided in this Agreement, Customer shall not use any of the trademarks, trade names, service marks or other proprietary marks of Ameritech or its corporate affiliates in any advertising, press releases, publicity matters or other promotional materials without Ameritech's prior written permission. Ameritech and Customer shall jointly develop a press release publicizing their relationship under this Agreement, subject to both (1) the parties' prior non-disclosure agreement, and (2) mutually agreed upon language and media.

## **20.1 NOTICES**

All communications required or permitted under this Agreement shall be deemed given when delivered or deposited in the U.S. mail, by certified or registered, postage prepaid and addressed as follows:

**If intended for Customer:**

U.S. Network Corporation  
10 South Riverside Plaza  
Suite 401  
Chicago, Illinois 60606  
Attn: Thomas C. Brandenburg

**If intended for Ameritech:**

Ameritech Information Industry Services  
350 North Orleans, Floor 3  
Chicago, Illinois 60654  
Attn: Vice President-Sales and Service

IN WITNESS WHEREOF, this Agreement has been executed by the parties set forth below.

U.S. Network Corporation, on  
behalf of USN Communications,  
Inc.

Ameritech Information Industry  
Services, a division of Ameritech  
Services, Inc., on behalf of  
Ameritech Michigan

By: [Signature]

By: [Signature]

Name: John Thomas Elliott

Name: NEIL E. COX

Title: President

Title: PRESIDENT

Date: 4-26-96

Date: 4/29/96





**Attachment 1  
to the Agreement Between  
Ameritech Information Industry Services  
And U. S. Communications Corporation  
for Resale Services**

	<u>Monthly Business</u>
<b>1. LINE CONNECTION AND OTHER SERVICE CHARGES</b>	
Line Connection Charge	\$38.09
Miscellaneous Service Charge	\$ 7.10
Line Rearrangement Charge (each line)	
Touch-Tone	\$ 4.57
Change in Number	\$18.37
C.O. Services	\$10.00
<b>2. OPERATOR SURCHARGES</b>	
Person-to-Person	\$2.70
Billed to a Third Number	\$1.32
Collect Calls	\$1.26
Calling Card Calls	
- Non-Local	
Assisted Calling Card Services	\$1.128
Customer Dialed Calling Card	\$0.390
- Local	
Assisted Calling Card Services	\$1.128
Customer Dialed Calling Card	\$0.390
Sent Paid/Operator Assisted	
Other Telephones	\$1.26
Busy Line Verify, Each Occasion	\$1.20
Busy Line Interrupt, Each Occasion	\$3.00
<b>3. CUSTOM CALLING FEATURES</b>	
Call Waiting	\$1.90
Call Forwarding - Variable	\$1.90
Threeway Calling	\$1.90
Speed Call 8	\$1.90
Speed Call 30	\$1.90

Distinctive Ringing

\$1.90

3. CUSTOM CALLING FEATURES (Cont'd)

Call Screening	\$1.90
Caller ID	\$3.58
Caller ID With Name (plus charge for CallerID)	\$1.10

4. PAY PER USE

	<u>Per Use</u> <u>Business</u>
Automatic Callback, per use	\$0.41
Repeat Dialing, per use	\$0.41

5. OPTIONAL LINE FEATURE

	<u>Monthly</u> <u>Business</u>
Multi Ring Service	
1st Line	\$2.08
2nd Line	\$1.10

6. COMPLIMENTARY CENTRAL  
OFFICE SERVICES

Busy Line Transfer	\$0.75
Alternate Answering	\$0.75
Customer Control Option	
Busy Line Transfer	\$0.55
Alternate Answering	\$0.55
Message Waiting Tone	\$0.14
Easy Call	\$0.83

7. ROUTING SERVICES

Remote Call Forwarding (per path)	\$11.25
Customer Locator Alternate Routing	
Service Establishment	\$200.00
Protected #'s 1-100	\$ 0.55

7. ROUTING SERVICES (Cont'd)

Customer Locator Alternate Routing (Cont'd)

Protected #'s 101-999	\$ 0.44
Protected #'s 1,000+	\$ 0.33
Per add'l alternate routing plan	\$ 8.25
Routing plan change per telephone number	\$ 5.50
Activation of plan	\$ 5.50

Network Switch Alternate Routing

Service Establishment	\$450.00
Protected #'s 1-100	\$ 0.55
Protected #'s 101-999	\$ 0.44
Protected #'s 1,000+	\$ 0.33
Per add'l alternate routing plan	\$ 8.25
Activation of plan	\$ 5.50
Routing plan change per telephone number	\$ 5.50
Coord. Test Activation	\$110.00

8. OTHER SERVICES

Directory Services

Extra Listings	\$1.65
Private	\$0.83
Semi-Private (Each Listing)	\$0.55
Directory Assistance	\$0.18
Information Call Completion Service	\$0.18

	<u>USOC</u>	<u>Non-Recurring Charge</u>	<u>Business Monthly Rate</u>
Ameritech ISDN Direct			
ISDN Direct line /1/			
National	N2B	\$75.00	\$11.44*
ISDN Direct Basic Feature Package /2/	FPGOX	—	\$ 5.00
Distance extension charges for beyond normal transmission range per ISDN line	XTN	—	\$20.25

\* End User Common Line Charges also apply.

8. OTHER CHARGES (Cont'd)

	<u>USOC</u>	<u>Non-Recurring Charge</u>	<u>Business Monthly Rate</u>
Ameritech ISDN Direct (Cont'd)			
Circuit Switched Voice Service Element	LTQ5X	\$15.00	\$ 2.20
Multiple Call Appearances, Each	NCO	\$ 5.00	\$ 1.10
Secondary Telephone Numbers, Each	DO6	\$ 5.00	\$ 1.10
Additional Call Offering	AC5PB	\$ 5.00	\$ 1.38
Intercom Calling	NZV	\$ 5.00	\$ 1.38
Message Waiting Indicator	MLN	\$ 5.00	\$ 1.38
Station Controlled Conference-6 Port	EQ6	\$15.00	\$ 7.70
Circuit Switched Data Service Elements	LTQ6X	\$15.00	\$ 4.40
Alternate Circuit	LTX1X	\$15.00	\$ 4.95
Packet Switched Data "B" Channel	LTQ3X	\$100.00	\$46.75
On-Demand Packet Switched Data "B" Channel	LTH7X	\$50.00	\$11.00
Packet Switched Data Service "D" Channel Element Charge	LTQ4X	\$15.00	\$ 3.58
Subsequent charges for Circuit Switched Voice and/or Circuit Switched Data and/or Packet Switched Data Rearrangements to add line appearances per occasion	REA1Z	\$15.00	---
Circuit Switched Data Schedule - Each ISDN Circuit Switched Data Call which originates and terminates within the customer's local calling area will be rated based on the Usage Schedule shown below:			
a. The initial 10 minute calling period (or fraction thereof)			\$0.09
b. Each additional 5 minute period (or fraction thereof)			\$0.09

8. OTHER CHARGES (Cont'd)

Business  
Monthly  
Rate

Ameritech ISDN Direct (Cont'd)

- c. ISDN Circuit Switched Data Calls outside the customer's local calling area will be billed at existing zone and MST usage rates. The ISDN Circuit Switched Usage Schedule above does not apply to Centrex Intercom Calls.

Ameritech Intercept Referral  
Extension Service

\$3.30

9. INTERZONE MESSAGE CHARGES

<u>Rate Miles</u>	<u>Business</u> <u>Minute of Use</u>
1-20	\$0.0528

10. MESSAGE TELECOMMUNICATIONS SERVICES

Message Toll Service:

<u>Rate Step</u>	<u>Rate Miles</u>	<u>Business</u> <u>Minute of Use</u>
1	1 - 10	\$0.0403
2	11 - 15	\$0.0602
3	16 - 20	\$0.0729
4	21 - 25	\$0.0824
5	26 - 30	\$0.0890
6	31 - 50	\$0.0919
7	51 - 100	\$0.0947
8	Over 100	\$0.0928

Business  
Monthly  
Rate

Toll Restriction Service  
Per Business Line Equipped

\$3.57

**Case No. U-11239**

**AFFIDAVITS OF**  
**J. THOMAS ELLIOTT**  
**AND**  
**GREGORY J. DUNNY**

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval	)	
of an Interconnection Agreement between	)	
U.S. Network Corporation on behalf of	)	Case No. 11239
USN Communications, Inc. and Ameritech	)	
Information Industry Services, etc., on behalf	)	
of Ameritech Michigan.	)	

**AFFIDAVIT OF J. THOMAS ELLIOTT**

J. THOMAS ELLIOTT, being duly sworn, states as follows:

1. I have personal knowledge of the facts set forth in the Joint Application ("Application") filed by USN Communications, Inc. ("USN") and Ameritech Michigan ("Ameritech") in this case, and I am competent to testify to the facts within the Joint Application as a witness.

2. I am employed as the President and CEO of USN. I am responsible for USN's local and long-distance business activities. Specifically, I manage the day-to-day operations of the Company in regards to financial budgeting, engineering, marketing, customer service and corporate-business development.

3. I was personally involved with the negotiations that produced the four (4) Agreements ("Agreement") between Ameritech and USN dated April 26, 1996. The Agreements attached to the Application are copies of the original contracts entered into between Ameritech and USN.

4. The content of the Application accurately reflects and summarizes the essential terms of the Agreement.



5. The Agreement meets all of the criteria set forth in Sections 252 (e)(1) and (2) of the Telecommunications Act of 1996 ("Act"). The Agreement is non-discriminatory and is in the public interest. USN has contracted with Ameritech to make the services in the Agreement available to USN's customers in the State of Michigan. I understand that Ameritech will also make the services in the Agreement available to all other telecommunications carriers within Ameritech Michigan that are licensed to provide such telecommunications services upon the same terms and conditions on a non-discriminatory basis.

6. The Agreement is also consistent with the public interest, convenience and necessity. USN's entry into the Michigan local telecommunications market will be significantly advanced by the Agreement, and that will spur local competition and economic development within the State. USN's Agreement with Ameritech is the result of good-faith negotiations between telecommunications competitors. Local exchange competition in Michigan and the resulting benefits to consumers (e.g., improved customer service, flexible billing alternatives, and competitive pricing) will be advanced by USN's market entry. Indeed, the Agreement is already serving the public interest because USN has begun investing in Michigan to enter the telecommunications market efficiently and with great speed -- USN has secured office space, employed a State Director, and is recruiting sales and customer-service personnel.

7. Residential and business consumers of telecommunications services in Michigan will receive increased choice and improved quality of services as a result of the Agreement. The market incentives for new and existing providers of telecommunications services will be improved through an increase in diversity of services stimulated by new demand for services. Consistent with the State of Michigan's intent to spur competition through changes in its regulatory rules, the Agreement will enable such competition. All USN intrastate regulated